

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DISTRICT

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THOMAS J. COUL
FBI US DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE

LATASHA CHANTA TENNIAL,

Appellant,

v

Civil No.: 2:19-cv-2688-JTF-tmp

REI NATION LLC,

Appellee(s),

Bankruptcy No. 18-28470

**LATASHA CHANTA TENNIAL'S
APPELLANT'S BRIEF**

COMES NOW, LaTasha Chanta Tennial, and files this brief to show this Honorable Court the following:

OPENING STATEMENT

I refiled bankruptcy via chapter 13 on October 18, 2018, primarily in an effort to save my home. The deadline for all creditors to file a proof of claim was barred on 12/19/2018. The deadline to file a complaint to challenge dischargeability of certain debts was on 1/7/2019. The confirmation hearing was held January 3, 2019; there were not any prior objections before the hearing or at the confirmation hearing. The Administrative Order Allowing Claims was entered on or around January 12, 2019.

Therefore, I requested an appeal for the September 12, 2019, Order that granted, the Appellee, REI Nation's Motion to Terminate Automatic Stay, or In the Alternative for an Order Deeming the Automatic Stay to Not Be in Effect as to Certain Real Property, *IN REM* and With Prejudice. Respectfully, it appears that the UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TENNESSEE WESTERN DISTRICT may have abused its discretion when it granted the Appellee's motion.

CASE FACTS

Whereas, REI Nation, LLC, is not; and has never been my creditor. The Appellee is not listed as a creditor in my bankruptcy case filing; case no. 18-28470-L, filed on 10/10/2018. REI Nation filed a FED action IN THE SHELBY COUNTY GENERAL SESSION COURT on 7/2/19, Detainer Warrant No.: 2000770. The case was set for trial on 7/24/19 at 10:00 A.M. before Honorable Judge Betty Thomas Moore Division 5 [Room 115]; REI Nation was unable to meet its burden of proof for possession of the subject property and requested a continuous until 8/21/2019. REI Nation filed a Motion to Terminate Automatic Stay, or In the Alternative for an Order Deeming the Automatic Stay to Not Be in Effect as to Certain Real Property, *IN REM* and With Prejudice in the UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TENNESSEE WESTERN DISTRICT on 7/25/2019.

Whereas, on 8/21/19 at 10:00 A.M. the trial was brought before Honorable Judge Lonnie Thompson Division 6 [Rm 116]; REI Nation appeared yet, ill prepared for trial, and requested that the case be continued again. The matter was rescheduled for 9/18/19.

Whereas, I filed a Motion To Dismiss the case; and on Wednesday 9/18/19, at 10:00 A.M in Division 4 [Rm 105] the trial was held before the Honorable Judge Deborah Henderson. I

appeared before the Court to dispute and challenge the FED action; and raised the defense of the wrongful foreclosure and bankruptcy case filings; additionally I informed G. S. Judge Deborah Henderson of my wrongful foreclosure lawsuit against Carrington Mortgage Services and Bank of America N.A. currently pending in the UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT. Judge Henderson advised REI Nation's attorney Mr. Russell Savory, that she would not enter judgement before the Court of Appeals had an opportunity to make its ruling. Respectfully, in the same breath Judge Henderson contradicted her previous statement when she advised that I request to the United States Court of Appeals to STAY the state eviction proceedings; then condescendingly the judge added that if I could get the Court of Appeals to Order a STAY that she would not precede with the case. However, if the Court of Appeals denies STAY then she may not have a choice and would proceed with the FED action. Respectfully, Judge Henderson appear to be less than disingenuous, bias even, and seemingly giving the impression of partisan fighting on the behave of REI Nation because when Judge Henderson suggested that I ask a Federal Court to enjoin in State Court proceeding while knowing that such a motion would not survive due to the Anti-Injunction Act is unethical and is a form of misrepresentation. It goes without saying that the trial was an inequitable one-sided scheme that sabotage my defense in the matter; also, the judge unfairly disregarded my *Motion To Dismiss* the case, and additionally the judge unjustly avoided ruling in favor of the Defendant-LaTasha Tennial; at a minimum Judge Henderson had an option to drop the case from the Court's calendar in fairness. Instead the judge appears parti pris as she continued the case until 10/9/19 at 10 o'clock after I provided the October 1, 2019 Court of Appeals' Order setting a briefing scheduling as evidence at the judge's request to validate that the case is open. Respectfully, it is apparent that Judge Henderson is bias because of unwarranted favoritism and

preferential treatment toward REI Nation such as coaching REI Nation's attorney Mr. Savory and indirectly allowing additional time for REI Nation to obtain Judge Henderson's anticipated denial of STAY from the Court of Appeals; indeed the Order to deny the STAY provided REI Nation with leverage at the 10/9/2019 court date. On October 9, 2019, the case was set to reappear before General Sessions Judge Lonnie Thompson in Division 6 [Room 116]. Before I received a copy of the Court of Appeals' October 7, 2019, Order denying the Preliminary Injunction REI Nation anxiously presented the order to me and as evidence which ultimately resulted in the judgement for possession. I filed a Notice of Appealed on 10/14/19.

ARGUMENT

1. Whereas, REI Nation is not a creditor, Bank of America is not a creditor. However Carrington is the last known mortgage servicer and was including in my bankruptcy case but Carrington failed to secure a claim before the barred date. Neither REI Nation, Bank of America, nor Carrington is entitled to relief or possession of my house and should be order to surrender my title and compensate me for all applicable damages.
2. Whereas, my lender is Community Mortgage Corporation since November 27, 2007 via refinance. On 12/27/2007, I received notice that Community Mortgage Corporation transferred the servicing of my loan to COUNTRYWIDE HOME LOANS effective January 1, 2008. It is important to note that the transfer of service does not affect the terms or conditions of my mortgage.
3. Whereas, Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP became the servicer of my loan by default and after merging with COUNTRYWIDE HOME LOANS. Bank of America is not my lender or the owner of the loan. I have never entered into an agreement of any

kind with Bank of America. October 2010, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS forged the assignment of my mortgage loan and recorded the assignment in the Office of the Shelby County Register by and through RECONTRUST COMPANY, N.A. last known address is 2380 Performance Dr., TX2-984-0407, Richardson, TX 75082, phone no., (800) 281-8219.

4. Whereas, April 12, 2013, I received an Independent Foreclosure Review related to an **IMPORTANT PAYMENT AGREEMENT INFORMATION ENCLOSED**. The foreclosure review exposed "BANK OF AMERICA's" habitual predatory operational practices; and it was determined that "BANK OF AMERICA" breached the agreement that it entered in with the federal banking regulators-the Office of Controller of Currency and the Board of Governors of the Federal Reserve System. Additionally, "BANK OF AMERICA" was found in connection with an enforcement action related to deficient mortgage servicing and foreclosure processes; therefore the regulators determined that the Fund 1 Independent Foreclosure Review Payment attached to the notice was based on the stage of my foreclosure and other consideration related to my foreclosure. *[In short Bank of America took and misrepresented the "Bailout" from the Obama Administration. The "Bailout" was intended to aid struggling homeowners avoid foreclosure.]* As a direct result of the breached agreement "Bank of America N.A." entered into with federal banking regulators-the Office of Controller of Currency and the Board of Governors of the Federal Reserve System caused Bank of America to lose its rights to service my mortgage loan. Needless to say Bank of America N.A. is no longer my mortgage servicer as of May 1, 2013. **Case in point**, Bank of America transferred the loan "as is" (*meaning there were no adjustments made to the loan despite the discoveries of the foreclosure review*) to Carrington.

5. Whereas, November 1, 2013 "CARRINGTON" received a one-time payment \$39,844.00 on my behalf with conditions to cure the default status of the loan/1st mortgage. Carrington perversely breeched the communication agreement. **Case in point**, after Carrington received the KEEP MY TENNESSEE HOME grant/ 2nd mortgage but never took the loan out of default status; Tennessee Housing and Development Agency (THDA) paid the money directly to Carrington and recorded the mortgage lien in the Office of the Shelby County Register. However the mortgage statement show otherwise; **case in point**, before the payment the loan balance was \$92,597.38; and after the payment the balance show \$87, 747.71, surely this is fraud. CARRINGTON committed other crimes such as dual tracking a foreclosure; on 9/4/2014 CARRINGTON foreclosed without notice in Bank of America's name concurrently while I was being considered for a loan modification. There are clear RESPA violations.
6. Whereas, Bank of America is not authorized to foreclose on my house or transfer the ownership; Bank of America fraudulently transferred the ownership of my property three times and each transaction occurred while an automatic stay was imposed.

ANAYLISIS

7. Whereas, I digress Bank of America filed an unlawful detainer warrant in the Shelby County General Sessions Court on October 20, 2014; the case was set for trial 11/4/2014 at which time my house was still in my name. The case was dropped from the court's calendar after the Circuit Court remanded the case back to General Sessions for judge Deborah Henderson to "Set Aside" her judgement February 24, 2016; that same day the wrongful foreclosure lawsuit was filed in the Chancery Court against Carrington and Bank of America by my attorney Kelly Pearson yet, nearly nine months later Bank of

America's attorney Rubin Lublin, LLC strategically filed an untimely Notice of Removal to this court regarding wrongful disclosure based on diversity of citizenship as a clever scheme to have the case dismissed; **case in point**, immediately after the case was put on the District Court docket Rubin Lublin motion to have the case dismissed for lack of jurisdiction but as Carrington's attorney. The case did not meet the criteria for diversity. **Case in point**, it was not complete diversity additionally the notice of removal was incomplete and should not have been allowed or remanded back to Chancery Court. Eventually, the case was dismissed and I appealed the order and currently the case is in the Court of Appeals. With no regard on 9/19/2018 Bank of America filed a General Sessions notice of case setting for the Fed action originally filed 10/20/2014; and on 10/10/2018 the case was set then dropped from the calendar again due bankruptcy filings.

8. Whereas, Bank of America filed a motion for relief after the barred date in the Bankruptcy Court. Along with a separated motion for an agreed occupant fee of \$950 a monthly that was due 4/1/2019; however **I DID NOT** agree to pay an occupant fee, I was not in court when the order was entered, I sent my bankruptcy attorney Mr. Jimmy McElroy a detailed letter to explain my stance and wanted to appeal the agreement. I would not have agreed to the amount because \$950 is unreasonable and is more than my total monthly income as well as the fair market value of rent in my area. I am on a fixed income due to a medical hardship and is the sole reason why I requested foreclosure prevention assistance and applied for the second mortgage loan. Bank of America was granted relief sometime in May of 2019.
9. Whereas, June 12, 2019 Bank of America filed a new FED action that was set for trial 7/9/19. Bank of America failed to appear for court on July9, 2019 and the case was

dropped from the calendar due bankruptcy; although the case should have been dismissed for failure to appear. Bank of America's attempts to alienate me from my home were unsuccessful; therefore, Bank of America used the "STRAW SALE" method illegally.

Case in point, the straw sale is illegal because Bank of America was unable to complete the process of removing me from my home and as a result Bank of America collaborated with its accomplice the Defendant REI Nation also a "STRAW COMPANY" to obtain possession of my property.

10. Whereas, REI Nation filed its own FED action in order to execute the plan. REI Nation is not a listed creditor of my bankruptcy case. REI Nation has never been my creditor. I never entered into an agreement with REI Nation.

11. Whereas, Bank of America N.A. illegally conveyed ownership to REI Nation on June 18, 2019; and there is a significant variance between the purchased amount v the fair market value as well as a variance between the loan balance. The sale should be deemed VOID because Carrington violated RESPA laws; intentionally misrepresented; provided a disservice; failed to give proper notices; breached multiple communication agreements; dual tracked a foreclosure concurrently with a mortgage modification review; denied all foreclosure prevention programs; and appear to have foreclosed in Bank of America's name. In addition to that Bank of America "ROBO SIGNED" and forged the assignment of the my mortgage loan, transferred ownership of my deed -violated bankruptcy codes including several attempts to remove me from my house after being notified of bankruptcy case filing October 18, 2018.

12. Whereas, CARRINGTON MORTGAGE SERVICES, LLC is the last known servicer of my mortgage loan since May 1, 2013.

CONCLUSION

IN CONSEQUENCE, the United States Bankruptcy Court Judge Jennie D. Latta may have abused her discretion by granting the Defendant's motion on 9/12/2019. REI Nation's straw purchase from Bank of America as well as its FED action filed in the General Sessions Court transpired prior to getting granted relief from stay from the United States Bankruptcy Court hence all events should be VOID. In addition to that Bank of America's right to transfer and; or sale my property is unwarranted for numerous reasons including fraud. I pray that the 9/12/2019 judgement be set aside. I pray for entitled relief. I pray to be made whole. I pray for compensation for all damages entitled including physical and emotional injuries.

Respectfully submitted on this 7th day of October 2019,

A handwritten signature in cursive script, reading "LaTasha Chanta Tennial". The signature is written in black ink and is positioned above the printed name.

LaTasha Chanta Tennial